notified the lessees that he would hold them for the deficiency. He now sues for this amount. *Held*, that he is entitled to recover. *Slayton* v. *Jordan*, 42 Wash. L. Rep. 708 (Dist. Col.).

If the lessee did not, in fact, consent to abandon his term, there was undoubtedly a termination by forfeiture. In such a case, the tenant is not liable for future rent. *Ex parte Houghton*, 1 Lowell (U. S.) 554. On the assumption apparently made by the court, however, that there was an abandonment, the great majority of the cases would agree that the estate was not ended, on the ground that there is no surrender when notice is given to the tenant, as in the principal case, of the reletting on his account. *Auer* v. *Penn*, 99 Pa. 370; *Oldewartel* v. *Wiesenfeld*, 97 Md. 165, 54 Atl. 969; *Brown* v. *Cairns*, 107 Ia. 727, 77 N. W. 478. *Contra*, *Gray* v. *Kaufman, etc. Co.*, 162 N. Y. 388, 56 N. E. 903. *Cf. Haycock* v. *Johnson*, 97 Minn. 289, 106 N. W. 304. Where it does not appear that notice was given, however, the authorities almost unanimously hold that there is a surrender. *Amory* v. *Kanhoffsky*, 117 Mass. 351; *Welcome* v. *Hess*, 90 Cal. 507, 27 Pac. 369; *contra; Auer* v. *Hoffman*, 132 Wis. 620, 112 N. W. 1090. On principle it is hard to see why mere notice should be decisive. The contractual theory of mitigation of damages has no application, for the landlord certainly is under no duty to care for the tenant's property in the leasehold, and, on strict theory, he has no right to intermeddle unless authorized. Accordingly, if the landlord relets without the express or implied assent of the tenant, he does an act entirely inconsistent with the continuance of the original lease. *Gray* v. *Kaufman, etc. Co.*, *supra*. To make such conduct operate as a surrender, however, fails to afford adequate protection to the landlord, and since the reletting will usually be for the best interests of the tenant as well, strong practical considerations justify the attitude generally taken by the authorities. The principal case properly applies this doctrine in spite of the provision for forfeiture in the lease, for that was inserted for the landlord's benefit and could therefore be waived by him. *Brown* v. *Cairns*, 63 Kan. 584, 66 Pac. 639.

LANDLORD AND TENANT — SURRENDER BY OPERATION OF LAW — VOID ASSIGNMENT OF THE ORIGINAL LEASE. — A tenant under a term for years with his landlord's consent assigned his lease to "the Merrimack Building Company," which entered into possession and paid rent. There was no law under which the associates could have incorporated and under these circumstances the law of the state allowed a collateral attack. The landlord claimed a merger of the term through a surrender by operation of law. *Held*, that the term still remained in the original tenant, but that an equitable interest passed to the associates of the company, and *decreed* that title be quieted in the latter. *Johnson* v. *Northern Trust Co.*, 106 N. E. 814 (Sup. Ct., Ill.).

For a discussion of the place of intent of the parties in the law of surrenders by operation of law, see NOTES, p. 313.

PARENT AND CHILD — PARENTS' LIABILITY FOR TORT OF CHILD — KNOWLEDGE OF PREVIOUS COMMISSION OF SIMILAR DANGEROUS ACT. — The defendant's minor son kicked the plaintiff, another infant, and injured him. It was alleged that the same boy had kicked the plaintiff on a previous occasion, and there was evidence that his father had notice of this fact. At the trial the jury found for the plaintiff. *Held*, that the defendant was not liable whether he had notice or not. *Corby v. Foster*, 29 Ont. L. R. 83 (Sup. Ct. Ont., App. Div.).

Under the civil law a parent is liable for the tort of his minor child. MERRICK, CIVIL CODE, LOUISIANA, § 2318; *Marionneaux* v. *Brugier*, 35 La. Ann. 13. But at common law the general rule is that the mere relation imposes no such liability upon the parent. *Bassett* v. *Riley*, 131 Mo. App. 676, 111 S. W.